



CITY OF SUNRISE

QUOTATION REQUEST

Quote No. Q(08)H-84

Quote Title: Purchase of Raritan Equipment

Buyer: Holly Raphaelson, C.P.M., FCPM, CPPO Purchasing Specialist	Phone: (954) 572-2202 Fax: (954) 572-2278
--	--

Quote Due: Thursday, July 3, 2008 at 3:00 P.M.

Quotations are hereby solicited for the purchase of Raritan Equipment for the MIS Department.

NOTE: Only pages 4, through 5, of this Quotation Request need to be submitted to the City.

Quotations must be received at the office of the Purchasing Division no later than Thursday, July 3, 2008 at 3:00 P.M. No quotes will be received, accepted, or considered after said time and date, unless the City, in its sole discretion reasonably exercised, elects to extend the time for submission and receipt of quotes. Quotes may be faxed to (954) 572-2278, Attention: Holly Raphaelson, hand delivered to Purchasing Division, 3495 N Hiatus Road, Suite 100, Sunrise, FL 33351, or mailed to CITY OF SUNRISE, Purchasing Division, 10770 W. Oakland Park Blvd, Sunrise, FL 33351, Attention: Holly Raphaelson.

All quotes shall remain valid for ninety (90) days after submission.

SPECIFICATIONS

The City of Sunrise is soliciting quotes for the purchase and delivery of a quantity of one (1) Raritan Dominion KVM Switch 16 Port, a quantity of sixteen (16) Dominion Computer Interface Module-USB Port for the MIS Department at 4401 NW 103 Avenue, Sunrise, FL 33351 as specified below:

Item 1: Raritan Dominion KVM Switch 16 Port

Part No.: DKX2-416, no substitution

Qty: One (1)

Item 2: Dominion Computer Interface Module- USB Port

Model No.: D2CIM-VUSB, no substitution

Qty: Sixteen (16)

TERMS AND CONDITIONS

1. **Award:**

Award will be made on a Total Offer basis to the lowest responsive, responsible vendor.

2. **Delivery:**

Delivery shall be required within 10 days after receipt of purchase order unless a modified delivery date has been requested by the successful respondent and approved in writing by the Purchasing Division. Failure of the successful respondent to perform to the delivery requirements is sufficient cause for default and termination of the contract.

3. **FOB Point:**

All prices quoted shall be F.O.B. destination; freight prepaid and delivered to the City's specified location.

4. **Estimated Quantities:**

Estimated quantities represent a reasonable approximation of the number of units of each type of item/services the City expects to purchase. Note, the estimated quantities do not constitute a guaranteed minimum order. The City reserves the right to buy additional quantities, if required, at the unit price quoted herein.

5. **Warranties/Guarantees:**

Minimum warranty shall be one year. The Contractor shall furnish with their quote all pertinent warranty data as it relates to the items/services quoted upon.

6. **Default:**

In the event of default on a contract, the City may immediately terminate said Contract.

7. **As Specified:**

A purchase order will be issued to the successful vendor with the understanding that all items delivered must meet the specifications herein. Items delivered not as specified will be returned at no expense to the City, and the vendor will be required to deliver items meeting specifications.

8. **Indemnification:**

In consideration of the separate sum of \$10.00 (which \$10.00 is the first \$10.00 of the Contract Price), the Contractor agrees to indemnify and hold free and harmless the City of Sunrise, its officials, employees and agents from or on account any and all suits, actions, or claims for injuries, losses, damages, liabilities, costs, or expenses, of any kind whatsoever, arising from this ensuing contract or which are incidental to or are in any way connected with this contract, regardless of negligence or omission of the Contractor or the Contractor's subcontractors, agents, or employees.

The indemnification provided herein shall obligate the Contractor to defend at the Contractor's own expense or to provide for such defense (as determined by the City of Sunrise), for any and all claims of liability and all suits, actions, or claims that may be incurred by the City of Sunrise, in consequence of actions or inactions relating to this contract. By execution of this contract, the Contractor agrees to comply with the foregoing provisions of indemnity and also with the collateral obligation of insuring this indemnity, as set forth below.

9. **Compliance With State Of Florida Crime Entity:**

Please be informed that pursuant to Section 287.133(2) (a), Florida Statutes, "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact business with the City in excess of the threshold amount provided in S.287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list." The submission of a quote shall constitute an affirmative representation of the Contractor to the City that the Contractor is aware of the Statute and in full compliance thereof.

10. **Compliance With Occupational Safety And Health Act:**

Vendor certifies that all material, equipment, etc. contained in this quote meets all O.S.H.A. requirements. Vendor further certifies that if it is the successful respondent, and the material, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the vendor.

CITY OF SUNRISE**QUOTE SHEET**

ALL QUOTES SHALL REMAIN VALID FOR NINETY (90) DAYS AFTER QUOTE OPENING

Item No.	Estimated Qty.	Description	Unit Cost	Extended Total
1.	1	Raritan Dominion KVM Switch 16 Port, as specified herein.	\$_____	\$_____
2.	16	Dominion Computer Interface Module-VUSB Port, as specified herein.	\$_____	\$_____

Total Quote Offer (Items 1-2): _____

(Written Amount)

Delivery will be made within _____ calendar days after receipt of purchase order. (*To Be Completed ONLY if vendor is unable to comply with specified delivery requirements indicated within the quote document.*)

If applicable, would you extend the prices quoted herein to other municipalities? Award of quote is not contingent upon concurrence with this offer to other municipalities. Yes:_____No:_____

Addendum Receipt: Vendor shall acknowledge below the receipt of any and all addenda, if any, by listing the Addenda No. and date of issuance.

Addendum No:_____ Date_____

Addendum No:_____ Date_____

Company Name:_____

Authorized Signature:_____

Printed Name:_____

**CITY OF SUNRISE
CERTIFICATION**

THIS DOCUMENT MUST BE SUBMITTED WITH THE QUOTE

The following certifies that this Quotation Request is submitted without prior understanding, agreement, or connection with any corporation, firm or person submitting a Quotation Request for the same materials, services, and supplies and is in all respects fair and without collusion or fraud.

The Vendor certifies by his/her signature below that this response is current, accurate, complete and is presented to the City for the performance of this contract in accordance with all the requirements as stated in this Quotation Request, and that the person signing this Certification is authorized to bind the firm by their signature.

Name (Print): _____

Title: _____

Signature: _____

Company Name: _____

Address: _____

Phone _____ **Fax:** _____

FEID No. or Social Security No. _____

Please affix corporate seal or have this Certification notarized below.

Notary-Full Name

Notary Expiration & Seal

Date: _____

OR:

(Corporate seal)

STANDARD TERMS AND CONDITIONS
OF QUOTATION REQUEST

- (1) The delivery of the goods and/or services within the time specified is of the essence of any Purchase Order. City shall have the right to cancel any or all item(s) without obligation if delivery is not made on or before the time(s) specified. In the event vendor fails to make timely shipment, City shall have the right to purchase elsewhere and unless the delay was caused by unforeseeable circumstances beyond vendor's control, vendor shall reimburse City for any additional charges incurred.
- (2) **Payment:** Payment will be made by the City after the items awarded to a vendor have been delivered, received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. Invoices, unless otherwise indicated, must show Purchase Order Number and shall be submitted in duplicated to the City of Sunrise, Finance Department, 10770 West Oakland Park Blvd., Sunrise, Florida, 33351. Payment will be made within 30 days after delivery, authorized inspection and acceptance.
- (3) The risk of loss, injury or destruction, regardless of the cause shall be borne by the vendor until delivery of goods to the specified destination and inspection and acceptance of the good by City. Rejected goods will be returned to Vendor at the Vendor's risk and expense.
- (4) Title of goods shall pass to City upon acceptance.
- (5) Vendor warrants that the goods, services and/or workmanship furnished and/or delivered pursuant to any Purchase Order shall:
 - (a) Conform in all respects to the description and specifications contained in any Purchase Order.
 - (b) Be merchantable and fit for the ordinary purposes for which such goods are used or intended to be used.
 - (c) Be new and not secondhand, of good quality and free from defects whether latent or patent in material or workmanship; all material and workmanship is warranted for a minimum of one (1) year from date of acceptance.
 - (d) Be free from any security interests, liens or encumbrances; Vendor warrants that it has good and marketable title to the goods delivered hereunder.
 - (e) Comply with the requirements of all applicable federal, state and municipal laws and regulations.
 - (f) Not infringe upon or violate any copyrights or patent rights.
 - (g) No warranty, either express or implied, may be modified, excluded or disclaimed in any way by Vendor. All warranties shall remain in full force, notwithstanding acceptance and payment to City.
- (6) Vendor shall indemnify and hold harmless City for all damages, losses and liabilities arising out of the operations of vendor pursuant to the Purchase Order, specifically including, but no limited to, those caused by or arising out of a defective condition in the goods, whether patent or latent, provided that such defect existed at the time of shipment

by vendor; the negligence of vendor in the marketing, sale, and/or provision of the goods and/or service under the Purchase Order, the breach of any warranty and/or agreement by vendor pursuant to any Purchase Order. Vendor agrees to pay all damages, costs and attorney's fees incurred in the defense of any such claim.

- (7) If items purchased are classified as toxic or hazardous substances under Chapter 442, Florida Statutes, Vendor must submit copies of the Material Safety Data Sheet (MSDS) for each substance to the City of Sunrise and to delivery location at time of shipment. Products must be identified and labeled in accordance with OSHA standards. Failure to comply with these requirements will result in delay of payment until compliance is effected.
- (8) Any Purchase Order issued by the City shall be governed and construed according to the laws of the State of Florida.
- (9) Open Purchase Orders are issued by the City of Sunrise when The City cannot specifically identify the quantity of materials required, delivery dates or other details relative to the services or commodities indicated on the Purchase Order. It is not a contract for any guaranteed amount. The City may cancel any outstanding balances on these Purchase Orders at any time for its convenience.
- (10) In the event that an error in the extension of price totals occurs, unit price quotes will prevail.
- (11) The Vendor shall pay all applicable sales, consumer, use, land or other similar taxes required by law. The Vendor is responsible for reviewing the pertinent State Statutes involving the sales tax and complying with all requirements.

STATEMENT OF NO-QUOTE

NOTE: If you do not intend to quote on this solicitation, please return this form immediately. Failure to return this form may result in your name being removed from the list of qualified Contractors for the City of Sunrise. Please indicate quote name and number on the outside of the envelope. Thank you.

FAX TO: CITY OF SUNRISE
954-572-2278
4747 NOB HILL ROAD, SUITE 6
SUNRISE, FL 33351
ATTN: HOLLY RAPHAELSON

We, the undersigned have declined to quote for the following reason:

- _____ Specification too "tight," i.e., geared toward one brand or manufacturer only (explain below).
- _____ Insufficient time to respond to the Invitation for Quote.
- _____ We do not offer this product or an equivalent.
- _____ Our product schedule would not permit us to perform.
- _____ Unable to meet specifications.
- _____ Unable to meet Bond requirements.
- _____ Specification unclear (explain below).
- _____ Other (specify below).

REMARKS: _____

COMPANY NAME: _____

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER: (_____) _____

FAX NUMBER: (_____) _____